

Rental agreement
(including late notices)

LEASE AGREEMENT

This is a legally binding contract. If not understood, seek competent advice.

THE STATE OF ALABAMA

JEFFERSON COUNTY

THIS LEASE, Made this 26th day of October, 2015 between

BOSTANY REALTY COMPANY INC., AGENTS FOR LESSORS. party of the first part and

Daniel Johnson party of

the second part, hereinafter called lessee.

REMINDER: THIS LEASE WILL RENEW EACH YEAR
ON SEPTEMBER 1st FOR ANOTHER FULL YEAR UNLESS
WE RECEIVE WRITTEN NOTICE BY THIS DAY.

WITNESSETH:

1. The Lessor does hereby lease and rent unto the Lessee and the Lessee does hereby take as tenant under said

Lessor Apartment No D on the 1st floor of the Apartment House known as

situated at 1008 16th Avenue South, Birmingham, AL 35205

in Jefferson County, Alabama to be used by the Lessee and his family only as a private dwelling apartment and for no other different

objects or purposes, for and during the term of 1 year and NO months and NO days, to-wit

from the 1st day of November, 2015 to the 31st

day of October, 2016

lease note
renewal

AND FROM YEAR TO YEAR THEREAFTER, provided, however, that in no event shall the lease extend more than a ten (10) year term and provided that either the Lessor or the Lessee may terminate this lease on the 31st day of October, 2016, or on the 31st day of October of any year thereafter by either party giving the other party at least SIXTY (60) DAY'S written notice (before the 31st day of October of the year in which desired to terminate the lease) of intention to terminate.

notice

In no event shall the lease extend for more than a ten (10) year term.

The Lessee hereby agrees that any written notice addressed to him in care of the premises as herein leased or left on leased premises shall be legally the same as if personally served.

rent

IN CONSIDERATION WHEREOF the Lessee agrees to pay the Lessor, or said agent, at the office of said agent in Jefferson County, Alabama, on the first day of each calendar month of said term, in advance, as rent for the premises the sum of:

possession

FOUR HUNDRED SIXTY-FIVE AND 00/100 Dollars \$ 465.00 per month

damage to
premises

2. Lessor shall not be liable for the failure to deliver possession of the leased premises, other than to the extent of abatement of the date of the commencement of this lease to the day possession is delivered to Lessee on the rental basis herein set forth. As the leased premises are in an apartment building or complex with many apartments and as the occupancy of one tenant might interfere with the leasing or enjoyment of other apartments, therefore, without reflection upon the Lessee, it is agreed and understood that in the event the Lessee or occupants of the leased premises shall, in the reasonable judgement of the Lessor, such judgement to be engaged in any act or perpetrate any conduct that could interfere with the leasing of other apartments or the quiet enjoyment of other apartments by other tenants, then Lessor shall have and does reserve the right to terminate this lease and re-enter and take possession of the leased premises at any time, after first giving fifteen (15) days' written notice to the Lessee of the election of the Lessor to so terminate this lease. In the event this lease is terminated under this paragraph the Lessor shall refund to the Lessee at the time the Lessee vacates the leased premises, the unearned portion of the rent so paid in advance on the rental basis herein set forth. Nothing herein contained shall be deemed a waiver of the Lessor of any claim for damages for injury to property prior to the date of termination.

condition of
premises

3. Lessee shall pay the expense of replacing all glass broken and shall replace all keys lost or broken, and maintain the premises in as good condition as the same are in at the commencement of the term or may be put in during the term, reasonable wear and tear excepted. Lessee shall permit no waste of the leased premises nor allow the same to be done, but Lessee shall take good care of the premises and shall be responsible and liable for any injury or damage done to the leased premises, or the building in which the premises are located, by the Lessee, his employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises. Lessee shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door, or other part of the premises without the written consent of the Lessor and Lessee shall on the termination of this lease surrender to Lessor the quiet and peaceful possession of the premises in like good order as at the commencement of the term, natural wear and tear expected, and shall not remove any item which has been affixed to the premises, so as to damage or injure the premises.

6. (a) If there is a material noncompliance by the tenant with the rental agreement or a noncompliance affecting health and safety, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice, the rental agreement shall terminate on the date provided in the notice, unless the tenant remedies the breach before the date, in which case the rental agreement shall not terminate.

(b) If rent is unpaid when due, the landlord may deliver a written notice to terminate the lease to the tenant specifying the amount of rent and any late fees owed to remedy the breach and that the rental agreement will terminate upon a date not less than seven days after receipt of the notice. If the breach is not remedied within the seven days, the rental agreement shall terminate. If a noncompliance of rental agreement occurs under both subsection (a) and this subsection, the seven-day notice period to terminate the lease for nonpayment of rent in this subsection shall govern.

7. In the event the leased premises are totally destroyed by fire, rain, wind or other cause beyond the control of Lessee, or are condemned and ordered torn down by the properly constituted authorities of the State, County, City, or other authority, then in either of these events the lease shall cease and terminate as of the date of such destruction or condemnation. The rental shall then be accounted for between the Lessor and Lessee up to the time of such damage, taking or destruction of said premises, the Lessee paying up to said date and the Lessor refunding the rents collected beyond said date.

If the leased premises are damaged by fire, rain, or wind beyond the control of Lessee, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then in that event this lease shall remain in full force and effect, and the Lessor shall within a reasonable time restore said premises to substantially the condition the same were in prior to said damages, and there shall be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the lease.

8. The Lessor shall in no event be liable for damages for stoppage of elevators or heat or electricity or water or for the machinery of appliances pertaining to the building breaking or getting out of order, or being out of repair. The Lessor or Lessor's Agents or Employees shall, in no event be liable for injury to any person or property caused by any defect in the heating, gas, electrical, water or elevator apparatus. The Lessor (including Lessor's Agents or Employees) shall in no event be liable to any person for any damages of any nature which may occur at any time on account of any defect in said building, premises, improvements thereon, or appurtenances thereto, whether such exists at the date of this Lease or arises subsequently thereto, or whether such defect was known or unknown at the time of such injury or damage, or for damages from wind, rain or other cause whatsoever, all claims for such injury or damage being hereby expressly waived by Lessee. Should any of the electrical, water, plumbing, heating, or other equipment belonging to the premises become unservicable, the Lessor shall have a reasonable time after notification in writing to determine the responsibility and in the event the Lessee, is not liable for repairs, and/or replacement then to have the same repaired within a reasonable time without any liability however, to the Lessee for damage or inconvenience.

9. Lessor in person or by agent shall have the right at all reasonable times to enter the leased premises and inspect the same and to show the same to prospective tenants upon giving tenant or purchasers two (2) days notice. He shall also have the right to display "For Rent" signs on said building or premises and to advertise the same for lease, and may at any time remove placards, signs, fixtures, alterations, or additions not in conformity with this lease, or with the rules and regulations now or hereafter adopted and may make such repairs and alterations as may be deemed by Lessor necessary to the preservation of the leased premises or the building.

10. All personal property placed in the leased premises or in the store rooms, or in any other portion of said building or any place appurtenant thereto, shall be at the risk of Lessee, or the parties owning same, and Lessor and Lessor's Agents or Employees shall in no event be liable for the loss of or damages to such property or for any act or negligence of any employer or of any co-tenants or servants of tenants or occupants or of any other person whomsoever in or about the building.

11. If Lessee or a sub-tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Lessor shall, at his option, have the right to charge Lessee as liquidated damages for the time such possession is withheld a sum equal to twice the amount of rent, or to treat such holding over as a renewal by Lessee of the lease for another year, upon the same terms and conditions, except that the monthly rental shall be at the election of the Lessor the same rental price per month as set forth in this lease agreement, or in the event the Lessor has notified the Lessee in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth, in said notice, and in the event Lessor elects to treat such holding over as a renewal of this lease each and all of the other terms of this lease shall be and remain in full force and effect for the renewal terms.

12. The Lessor may use an attorney to collect any rents or other charges due by the Lessee, or in the event Lessee violates any of the terms, conditions, or covenants on the part of the Lessee.

13. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof (with the Lessor's consent), this lease will be considered reinstated, and will continue in effect as though it has not been terminated.

14. Landlord will comply with the requirements of applicable building and housing codes materially affecting health and safety.

15. Landlord will make all repairs and do whatever is necessary to put and keep premises in a habitable condition and keep all common areas of the premises in a clean and safe condition. Also provide and maintain appropriate receptacles for the removal of garbage. Also the landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling if the agreement is in writing, signed by the parties, and supported by adequate consideration.

16. The Lessee will pay all sewer service charges, garbage collection fees, occupancy taxes and any and all other municipal license fees or charges which may hereinafter be imposed by the county or municipality wherein the said leased premises is located. Said sewer service Tax & Other charges, garbage collection fees, occupancy taxes, and any and all other municipal license fees or charges shall be paid by the Lessee as soon as such charges become due. In the event the tenant fails to pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges as may hereafter affect said lease premises, as soon as they become due, the Lessor may at the option of the Lessor, pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges and any such items so paid by Lessor shall bear interest from date of payment by Lessor to date of repayment by Lessee at 8% per annum, and same shall become a part of the rent due under the lease and in addition to the regular rental charge. Any failure of the tenant to pay the assessment or to repay the Landlord such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges and fees as may be hereinafter imposed against the leased premises shall be a default in the payment of the rent provided for in this lease.

Damage and
Cleaning
Charge
Deposit

18. Lessor acknowledges receipt of \$ 465.00 from Lessee as a cleaning, repair and replacement charge. It is and agreed that said sum of money may be held on a non interest bearing basis and if any refund is due it will not include interest. The sum of money shall be refunded to the Lessee if all of the following terms and conditions are met:

- A. This lease is terminated at the end of the initial term or any renewal term and Lessee is not in default. (no rent or late charges or other type of charges are owed to this office.)
- B. Lessee surrenders possession and all keys to Lessor;
- C. Inspection after surrender of possession by Lessor or his agent reveals to the sole satisfaction of Lessor or his agent that the premises are clean and free of damage. Lessor or his agent in his sole discretion and without further notice to Lessee, may elect to deduct any sum in which even said sum shall be considered as additional rent. Nothing herein shall be deemed to limit the liability of Lessee for damage to the premises or cleaning required to the amount of the cleaning, repair and replacement charge, and such charge shall not be considered as liquidated damages.
- D. For your deposit to be returned, you must leave the entire apartment clean.
- E. All appliances must be thoroughly clean at time of lease termination, otherwise there will be a cleaning fee of no less than \$100.00 appliance deducted from deposit."
- F. Landlord shall provide the tenant an itemized list of any amounts withheld from the deposit in accordance with state law.

Increase
Terms

19. During the term of this lease, Lessee agrees that the rent may be increased for Lessee's pro rata share of increase in property taxes insurance, utilities and other governmental assessments charged to the herein described property.

Tenant Res-
ponsibility

20. Tenant must pay for all broken glass, damaged or missing screens & unstopping commode & all other drains.

Late Charge
Notice

21. Rent is due on the 1st day of each month and considered past due on the 6th day of each month. A late charge of 10% equivalent to 10% of monthly rent shall be in effect if rent is not received in this office by the 5th day of each month.

The rent is due by the end of the business day (4:30) on the 5th . If put in the mail slot after 4:30 on these dates, it is considered late. If our office is not open on any due date, you must deposit your rent in our mail slot.

Attorney

22. If the rent and late charge is not in by the 15th day of each month, your account can be turned over to an attorney on the 15th day of the month, you will not receive a notice of this.

Lock Out
Clause

23. In the event you get locked out of your apartment, the fee for letting you in is \$50.00 payable in advance. This does not mean we will automatically open your apartment for you. It must be at a time convenient to us. We will require identification to make sure you are the tenant, and your name is signed on the lease.

Plumbing

24. The Lessee Shall be responsible for keeping all drains open, also responsible if the toilet gets stopped up. The Lessee is responsible only if the main sewer line is stopped up.

NO PETS ALLOWED. NO SMOKING INSIDE THE APARTMENT. TENANT TO FURNISH ALL UTILITIES (WATER/SEWER AND ELECTRIC).
NOTICE: If you experience any problems with the electrical appliances, you must first call Bostany Realty Co., Inc. for repair. Any telephone or call service charges shall be the responsibility of the tenant.

Apartment has carpet, stove, refrigerator, dishwasher, mini-blinds, ceiling fan in each bedroom central heat and air cond. and washer/dryer connection.

There will be no changing colors within the apartment unless given special permission by Bostany Realty Co., Inc. in writing.

The sixty (60) day notice must begin on the first day of any given month, prior to expiration date of said lease.

Tenant will not allow persons not signed on this lease to occupy leased premises without written consent of Lessor's agent. Tenants are responsible for the actions of their guests.

RIGHT OF ENTRY: Lessor, Agent and their workers shall have the right to enter premises to make needed repairs, provide services, inspect premises at any reasonable time giving Tenant a two (2) day notice, or at any time in the event of an emergency. However, a Tenant may consent to provide access to the premises with less than two (2) day notice.

Tenants are responsible for reporting all plumbing problems in their apartment promptly. Failure to do so may result in tenant being charged a surcharge/increase as stated in this lease.

Bed Bug Clause: If bedbugs come into the apartment, then the tenant will be responsible for paying for the treatments to get rid of them. *Pest Control specialists have informed us that bed bugs are not common in this country and when brought in to the apartment by tenant through mail, boxes, second hand furniture, etc., the treatment is very tedious and extensive. Every item in the apartment must be treated, plus a follow-up treatment. Tenant must pay for treatment if bed bugs ever become evident in the apartment.

Tenant is responsible for maintaining Tenant Insurance on their personal property. Owner will not be responsible for any property of the tenant.

Tenant and Landlord must abide by the Alabama Uniform Residential Landlord and Tenant Act.

The above rules have been read carefully and are clearly understood before signing lease.
In Testimony Whereof, The parties hereto have hereunto set their signatures and seals, the day and year first above written

BOSTANY REALTY COMPANY INC

(L.S)

By

Joseph Bostany

Agent

RULES AND REGULATIONS

Which Are Referred to in the Within Lease and Made a Part Thereof for the Mutual Benefit of Lessor and Lessee

1. The sidewalk, front stoop, entry, passages, halls, corridors, elevators, and stairways shall not be obstructed by any of the Lessees or used by them for any purpose other than those of ingress and egress from their respective apartments.
2. No carpet or rugs shall be beaten, cleaned or shaken out of the windows, or in the halls or corridors of the building, nor shall anything be thrown or swept by the Lessee, their agents or employees, out of the windows, doors, or other openings, or in the halls or corridors of the buildings.
3. No article shall be suspended outside of the building or placed on the window sills thereof save with the consent in writing by the Lessor
4. No animals or pets shall be kept or harbored in the demised premises unless the same, in each instance, be expressly permitted in writing by the lessor or lessor's Agents and such consent if given shall be revocable at any time. Any waiver or failure to insist upon strict compliance with this paragraph shall not be considered as a waiver or estoppel as to this lessee or to any other lessee
5. The halls, corridors and elevators of the building shall not be used under any circumstances as a playing ground for children and no bicycles, baby carriages or other vehicles will be allowed to remain therein.
6. All Lessees and occupants must observe strict care not to leave their windows open when it rains, hails, sleet or snows, or in high winds; and for any fault or carelessness in these respects, or any of them, shall make good all injury or damage sustained by other tenants and by the owner, resulting from such default or carelessness.
7. No additional locks shall be affixed to any door except by written consent of Lessor. Nor shall any existing locks be changed without Lessor's written consent. If consent is given hereunder, then Lessee must furnish Lessor with a key to said lock or locks without charge to Lessor and said lock shall remain as a part of the premises at the end of the Lessee's tenancy and all keys then turned over to the Lessor.
8. The Lessee will not erect an exterior aerial without the written consent of the Lessor and under the direction of the Lessor or his agent
9. Musical instruments, radios, television and any other sound reproducing equipment shall be used in such a manner so as not to annoy and disturb other tenants. It is specifically understood by the Lessee that the sounds produced shall be controlled so that they are audible only within the apartment in which the sound is produced.
10. The Lessee is to be responsible for all damages to the premises, staircase or halls, caused by moving in or out of the premises by the Lessee or Lessee's Agents of furniture, boxes or bulky articles.
11. Kitchen and other refuse must be kept in proper receptacles and securely sealed at all times to prevent odor, or access by animals, pests or rodents.
12. Servants, except nurses accompanying children are to make entrance and exit from the building through service entrances, and they will not be allowed to stand or loiter in the halls or corridor or on the stairs, or to be on the roof or in the basement, except on business.
13. Where a swimming pool, wading pool and/or patio or patios are a part of the total premises, the Lessor reserves the right to issue special rules and regulations concerning the use of said areas.
14. The Lessor has the option to charge Lessee a fee determined by Lessor for performing special services requested by the Lessee. Such special services as opening doors, moving equipment or replacing broken glass are examples of such special services but such services are not limited to the above mentioned examples.
15. No air conditioning, cooling, heating or other gas or electrical units shall be installed by the Lessee or at his direction without the written permission of the Lessor. Nothing herein is implied or warranted that sufficient electrical, gas, plumbing or waste removal service is available or shall be made available for any such units.
16. No washing machine or drying appliance shall be installed without the written permission of the Lessor
17. No automobiles, trucks, trailers, or other objects of transportation shall be allowed on any of the lawns, grounds or sidewalks except in the areas prescribed by the Lessor as parking area. No part of the parking areas shall be reserved to any tenant exclusively. No vehicle shall be left in the parking area more than 3 days that is not in operating condition.
18. No part of the yards, lawns, grounds, halls, walks or stairs shall be reserved for the private use of any tenant and no objects of any nature shall be stored, placed or situated on any of these areas without the written consent of the Lessor, and Lessor shall not be responsible for said articles under any conditions unless agreed in writing.
19. If Lessee replaces any appliance, lighting fixture, drapery, etc., that Lessee does assume full responsibility for restoring all such items to their original place upon vacating the premises.

BOSTANY
REALTY CO., INC.

2900 Central Avenue, Suite 140
Homewood, AL 35209
Phone (205) 870-7636 / 870-7637

Daniel Johnson
1008 16th Avenue South
Apt. D
Birmingham, AL 35205

6/6/16

Re: Delinquent Account Balance

Dear Mr. Johnson:

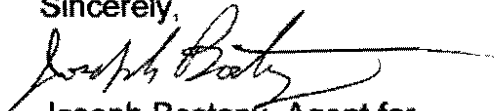
As of today, we have received no payment from you since 4/27/16. Your account is seriously delinquent, and will be turned over to an attorney on June 16, 2016, if not paid in full before this date.

Your account balance is now **\$1,069.50** through June, 2016. This includes:

46.50 April Late Charge
465.00 May Rent
46.50 May Late Charge
465.00 June Rent
46.50 June Late Charge

Please make every effort to satisfy this balance and avoid further legal steps.

Sincerely,


Joseph Bostany, Agent for
Bostany Realty Company, Inc.

BOSTANY

REALTY CO., INC.

2900 Central Avenue, Suite 140
Homewood, AL 35209
Phone (205) 870-7636 / 870-7637

Statement Date: 08/09/16
Unit ID: 1008-D

LATE NOTICE

Daniel Johnson
1008 16th Avenue South
Apt. D
Birmingham, AL 35205

STATEMENT

DATE	DESCRIPTION	CHARGE	PAYMENT	BALANCE
07/01/16	July Rent/Lease Income	465.00		465.00
07/06/16	07/06 Late Fee	46.50		46.50
08/01/16	August Rent/Lease Income	465.00		465.00
08/06/16	08/06 Late Fee	46.50		46.50
TOTAL AMOUNT DUE				1,023.00

ALL ACCOUNTS NOT PAID BY AUGUST 16, 2016 MAY BE TURNED OVER TO A COLLECTION ATTORNEY UNLESS PAYMENT ARRANGEMENTS ARE MADE WITH OUR OFFICE. PLEASE CONTACT US AT 205-870-7636 OR 205-870-7637.

REMINDER: RENT IS ALWAYS DUE ON THE 1ST AND LATE AFTER THE 5TH OF EVERY MONTH.

BOSTANY
REALTY CO., INC.

**2900 Central Avenue, Suite 140
Homewood, AL 35209
Phone (205) 870-7636 / 870-7637**

August 24, 2016

Daniel Johnson
1008 16th Avenue South, Apt. D
Birmingham, AL 35205

Re: Non-Renewal of Lease

Dear Mr. Johnson:

This letter is to notify you that your current lease, which has an ending date of October 31, 2016, will not be renewed. You will not be allowed to negotiate a new lease with our company.

As stated in the Late Notice that was sent to you on 8/9/2016, you currently owe \$1,023.00 through the month of August. This amount includes July and August Rent and Late Fees. Please remit this amount to our office immediately, or vacate the apartment and return the keys to our office.

If you vacate and turn in keys before September 1, 2016, then September Rent will not be added to your account.

Sincerely,



Joseph Bostany, Agent for
Bostany Realty Company, Inc.